

MEMORANDUM OF UNDERSTANDING
Between
Illinois Valley Community College
and
The Board of Trustees of Illinois State University

This Memorandum of Understanding (MOU), dated August 1, 2023, establishes mutual understandings and agreements between Illinois Valley Community College (IVCC) and the Board of Trustees of Illinois State University (ISU) on behalf of its Mennonite College of Nursing with respect to the Bachelor of Science in Nursing (BSN) transfer pathway (Pathway) from the Associate Degree in Nursing (A.D.N.) to the RN to BSN program at ISU.

WHEREAS, ISU has the expertise to provide instruction leading from an A.D.N. degree to a BSN degree; and

WHEREAS, IVCC wishes to have ISU facilitate transfer into its RN to BSN program; and

WHEREAS, the parties find it mutually beneficial to enter into an agreement to establish the guidelines for performing these services;

The two institutions agree to the following:

1. ISU will collaborate with IVCC to facilitate transfer to A.D.N. graduates into ISU's RN to BSN program. Under the Pathway agreement, ISU will offer pre-admission for up to 75% of a projected admission cohort to students from the combined Pathway institutions, including IVCC into its RN to BSN program.
2. After acceptance into the Pathway program, students must submit transcripts each semester to ensure retention requirements are met. Specifically, the student must remain in good standing at the A.D.N. institution and obtain C's or better in prerequisite courses as specified by ISU and in other courses as specified by the Illinois Articulation Initiative (IAI).
3. ISU will work collaboratively with the A.D.N. institution's designated academic advisor; monitor progress of students for continued academic compliance; provide health and safety requirements to students upon admission to the Pathway program with expectation that they comply prior to *enrolling* in RN to BSN coursework; meet with prospective students at transfer institution a minimum of one time per year to discuss admission process and timeline; provide plan of study to prospective students that incorporates A.D.N. / RN to BSN coursework and update yearly in consultation with IVCC; provide IVCC with graduation statistics of students from its program, if Pathway participant signs appropriate FERPA waivers to allow such sharing of information.
4. IVCC shall obtain FERPA waivers from admitted students to allow for effective communication about student progression; work collaboratively with ISU's designated academic advisor (noting that A.D.N. advisor will provide primary academic advisement of student with ISU advisor assuming primary role upon *enrolling* in RN to BSN coursework); monitor progress of students for continued academic compliance and for completion of all academic requirements for transfer, including but not limited to: prerequisites, IAI, AS degree; promote compliance with

ISU student health and safety requirements; provide space for ISU administrators/ recruiters to meet individually with prospective students at the transfer institution a minimum of one time per year to discuss transfer and admission process and timeline; and provide updates to ISU regarding changes to A.D.N. plan of study as needed.

5. IVCC will take the necessary steps to facilitate the smooth transfer of its Pathway participants into ISU's RN to BSN Program.
6. Representatives of both institutions agree to meet or communicate on a regular basis, but at least every other year to assess curricular changes and other conditions that may affect the nature of the agreement.
7. Either party may terminate this agreement by giving at least sixty (60) days advance notice to the cooperating institution's chief academic officer. Students participating at the time termination will be permitted to complete the program.
8. This MOU is effective on the date specified above and will automatically renew each year for a total period not to exceed five (5) years unless terminated in accordance with paragraph seven (7) above.
9. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders, and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking).
11. The relationship of each party to the other under this Agreement shall be that of independent contractor, and no employment, partnership, or joint venture relationship shall be created by the entry into or performance of this Agreement by the parties.
12. Both parties affirm that, to the best of its knowledge, there exists no actual or potential conflict between such party's business, or financial interests and its obligations under this Agreement; and, in the event of a change in either of its private interests or obligations under this Agreement, and such party will raise to the other any questions regarding a possible conflict of Interest which may arise as a result of such change.
13. This Agreement may not be assigned to either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. The Agreement, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the content of said Agreement. This Agreement may not be amended by either

party unless such amendment is mutually acceptable to both parties and is reduced to writing and signed by both parties.

14. The failure of either party to enforce any provision hereof shall not be construed as a waiver of such party's right to enforce such provisions in the future. In the event that any provision of this Agreement shall be held to be void, voidable or otherwise unenforceable, the remaining provisions, shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Illinois, without regard to the conflicts of laws. Any dispute arising hereunder shall be brought only in the appropriate courts located in Illinois. This Agreement may be executed in counterparts, including by facsimile signature, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
16. **Confidentiality.** Both ISU and IVCC may receive confidential student information as a result of participation associated with this Articulation Agreement. ISU and IVCC agree to abide by the student protections as outlined in the Family Educational Rights and Privacy Act.
17. **Use of Trademark.** ISU and IVCC agree to grant mutual, non-exclusive, non-transferable rights to utilize each other's trademarks, logos, or other institutional identifiers as provided by each party for the purposes of promoting this agreement, and for no other purpose. Should improper use of any trademark by either institution be determined, ISU and IVCC shall attempt to collaboratively work to rectify the usage. Usage does not grant any right or interest to acquire said trademarks.
18. Any notice required hereunder shall be deemed given when delivered in person or three (3) days after being sent by first class mail to the following addresses, which may be changed by notice provided pursuant to this Agreement:

For Illinois State University:
Kileigh Guido, MA
Assistant Dean for Student Services
Mennonite College of Nursing
Illinois State University
Campus Box 5810
Normal, IL 61790-5810

For Illinois Valley Community College:
Dr. Gary Roberts
Vice President, Academic Affairs
Illinois Valley Community College
815 N. Orlando Smith Road
Oglesby, IL 61348

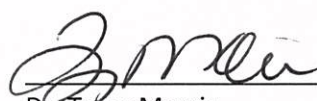
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

The Board of Trustees of Illinois State University

Illinois Valley Community College



Dr. Ani Yazedjian 9/11/23
Acting VP for Academic Affairs and Provost Date



Dr. Tracy Morris 9/14/23
President Date

Reviewed and Approved
as to legal form
Office of General Counsel